

08 CV 03473

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

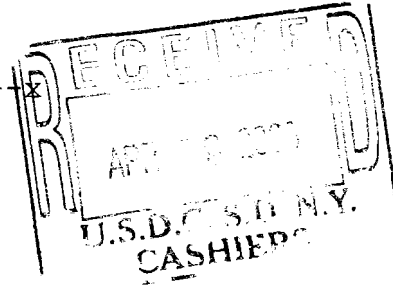
J.R.J. ENTERPRISES, INC.,

Plaintiff,

-against-

M/V CCNI CARTAGENA, her engines,
boilers, etc., and
COMPANIA SUD-AMERICANA DE VAPORES, S.A.,

Defendants.



COMPLAINT

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The Plaintiff herein by its attorneys, Purrington & McConnell, complaining of the above-named vessel and defendants, alleges upon information and belief:

FIRST: This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

SECOND: At all material times hereinafter mentioned, plaintiff, J.R.J. ENTERPRISES, INC., was and still is a domestic corporation existing under the laws of the State of New Jersey, with an office and place of business at 17 Voorhis Lane, Hackensack, NJ 07601.

THIRD: At all material times hereinafter mentioned, defendant, COMPANIA SUD-AMERICANA DE VAPORES, S.A. (hereinafter "CSAV"), was and still is a foreign corporation, with an agency and place of business at 99 Wood Avenue South, Iselin, New Jersey 08830.

FOURTH: At and during all the times hereinafter mentioned, defendants were vessel-owning common carriers of merchandise by water for hire and owned, operated, managed, chartered and/or controlled the M/V CCNI CARTAGENA, and/or controlled container slots aboard said vessel, which is now or will be during the pendency of this action and process hereunder within the jurisdiction of this Honorable Court.

FIFTH: On or about March 27, 2007, the shipper delivered to the M/V CCNI CARTAGENA and defendant, 1,080 boxes of fresh green plantains, all in good order and condition, and identified by CSAV bill of lading number CHIW 27A057286 dated on or about March 27, 2007, which goods as described in the said bill of lading defendants then and there received, accepted and agreed to transport as common carrier from ElCarmen, Ecuador, to the port of New York, via Guayaquil, and there deliver the same in like good order and condition as when shipped, all in consideration of

agreed freights thereupon paid or agreed to be paid, and in accordance with the valid terms of said bill of lading above referred to then and there signed and delivered to said shipper by the duly authorized agent of said defendants.

SIXTH: Thereafter, the M/V CCNI CARTAGENA having on board the aforesaid merchandise sailed from Guayaquil, and arrived at the port of New York on or about April 11, 2007.

SEVENTH: Thereafter, the defendants made delivery of the said merchandise but not in the same good order and condition as when shipped, but in a damaged and chilled or frozen condition.

EIGHTH: By reason of the premises, the M/V CCNI CARTAGENA and the defendants breached, failed and violated their duties and obligations as common carriers and were otherwise at fault in negligence, or otherwise.

NINTH: Defendants actions herein resulting in damage to cargo created a preferred maritime lien in rem in favor of the plaintiff, and against the M/V CCNI CARTAGENA.

TENTH: At all material times plaintiff was the shipper, owner, receiver, or the consignee of the shipments described herein, and as holder of the covering bill of lading was entitled to the delivery of said merchandise at destination in the same good order and condition as when shipped, and plaintiff brings this action on its own behalf and as agent and trustee on behalf of and for the interests of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear.

ELEVENTH: Plaintiff has duly performed all duties and obligations on its part to be performed.

TWELFTH: By reason of premises, plaintiff has suffered damages in the sum of \$19,466.20, as nearly as may now be determined, no part of which has been paid, although payment thereof has been duly demanded.

WHEREFORE, Plaintiff prays:

1. That the process in due form of law according to the practice of this court in causes of admiralty and maritime jurisdiction may issue against said defendant COMPANIA SUD-AMERICANA DE VAPORES, S.A., citing it to appear and answer under oath all and singular the matters aforesaid;

2. That the process in due form of law according to the practice of this court in causes of admiralty and maritime jurisdiction may issue against the M/V CCNI CARTAGENA in rem, and that all persons having or claiming any right, title or interest therein, be cited to appear and answer all and singular the matters aforesaid, and that the said the M/V CCNI CARTAGENA may be condemned and sold to pay the demands as aforesaid;

3. That the Court will order, adjudge and decree that said defendants pay to plaintiffs the damages sustained together with interest thereon and the costs and disbursements of this action; and

4. That plaintiffs may have such other and further relief in the premises as in law and justice they may be entitled to receive.

Dated: New York, New York
April 9, 2008

PURRINGTON & McCONNELL
Attorneys for Plaintiff

By: 

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